



# Mid-Tier Contract – List of Changes

Mid-Tier Contract v1.3 from previous version (Mid-Tier Contract v1.2)

## Key thematic updates:

- Updating to reflect the Procurement Act 2023;
- Updating as required by PPNs – withdrawn, added, reissued;
- Five new optional Security Schedules, replacing old Security Schedule and Cyber Essentials Schedule;
- Updates to reflect the latest UK & EU ‘adequacy decision’ in relation to the US, including reflecting this potential mechanism for transferring and protecting personal data;
- Adding an Ethical Wall Agreement template to the Exit Management Schedule;
- Clarifying TUPE requirements and obligations and ensuring the TUPE / Staff Transfer Schedule works together with the rest of the contract and there are no conflicting obligations;
- Amending drafting on delay payments to fix errors;
- Amending the due diligence provisions to make it clear that Supplier must undertake this due diligence and cannot rely on allowable assumptions, and updating the table for inserting agreed allowable assumptions;
- Adding a Sale of Goods Act warranty;
- Updating the definition of Supplier Staff.

Note: The list is divided into ‘themes’ for ease of use. Corrections of typos, very minor amendments, and renumbered cross-references may not be listed.

Every effort has been made to create a fulsome list of the changes at an overview level. For a full picture of the changes, and to see all relevant clause references, please see the Mid-Tier Contract Compare Document, comparing this version 1.3 against the previous version 1.2.

Clause numbers refer to the clauses as numbered in v1.2, unless otherwise stated. Please email [modelservicescontract@cabinetoffice.gov.uk](mailto:modelservicescontract@cabinetoffice.gov.uk) for a copy of this previous version.

**List of changes by contract reference:**

<b>General Contract Reference</b>	<b>Area</b>	<b>Change and Specific Contract Reference</b> (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
<b>Procurement Act 2023 ('PA2023') changes (and accompanying Regulations &amp; Guidance)</b>		
<b>Throughout the contract</b>	<b>New PA2023 version of contract - overview</b>	<ul style="list-style-type: none"> <li>a) Creating a new version of the contract, reflecting the new PA2023 and associated Regulations &amp; Guidance. This includes all the other changes set out in the contract, and the Procurement Act-specific changes listed below;</li> <li>b) As with the previous version, the new PA2023 version is <u>not</u> 'off the shelf' suitable for exempted contracts, use by schools, light touch contracts, defence and security, utilities, concession contracts, works, mixed procurements, and purchasing under the Provider Selection Regime - although could be adapted by users for this use;</li> <li>c) As with the previous version, the contract continues to function as an English &amp; Welsh law contract with optional Scottish and Northern Ireland Schedules which modify it for use in Scotland or Northern Ireland. We have effectively 'undone' any Procurement Act changes to the contract and reinstate the Scottish Public Contracts Regulations 2015 ('PCRs'). The Northern Irish Schedule reflects any variations required for transferred Northern Ireland authorities and transferred Northern Ireland procurement arrangements;</li> <li>d) For any PCR procurements in the time between publication of the contract and PA2023 'go live' - the previous versions of the contract will still be available for use;</li> <li>e) The PCR version of the contract and accompanying guidance will eventually be retired.</li> </ul>
<b>Exit Management Schedule</b>	<b>Ethical Wall Agreements – updating</b>	<p>Updating the Ethical Wall Agreements ('EWA') in the Exit Management Schedule:</p> <ul style="list-style-type: none"> <li>a) Recital A wording is amended slightly to reflect</li> </ul>

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	<p><b>references to PCR processes and objectives of procurement</b></p>	<p>new wording around procurement objectives in s12 PA2023 (new Annex 2 of Sch 30 Recital A);</p> <p>b) "Procurement Regulations" definition is changed to reflect the PA2023 (new para 1.1 Annex 2 of Sch 30);</p> <p>c) "Procurement Process" is amended so that it refers to the "contract details notice" rather than "contract award notice" (new para 1.1 Annex 2 of Sch 30);</p> <p>d) "ITT Process" definition is updated to refer to the PA2023 terminology and Act rather than the PCR terminology and legislation (new para 1.1 Annex 2 of Sch 30);</p> <p>e) Transparency wording in para 6 is amended from the reference to 'fair and transparent' to reference the objectives set out in s12 PA2023 (new para 6 Annex 2 of Sch 30).</p> <p>See below, we are adding a EWA to the Exit Management Schedule.</p>
<p><b>Core Terms: When you can share information; Definitions Schedule; Commercially Sensitive Information Schedule</b></p>	<p><b>Updates to definition of Transparency Information to allow publication of various notices and information + when / when not to share information under the contract (e.g., ss50, 53, 69-71, 75, 80, 94, 99 PA 2023)</b></p>	<p>a) Updating the definition of "Transparency Information" to refer to a) any information permitted or required by the PA2023, any Regulations published under it, and any PPNs, subject to any exemptions set out in s94 and s99 PA2023, which shall be determined by the Buyer taking into account Schedule 5 (Commercially Sensitive Information); b) any information about the contract, including the content of the contract requested under FOIA or the EIRs, subject to any relevant exemptions, which shall be determined by the Buyer taking into account Schedule 5 (Commercially Sensitive Information); and c) any information which is published in accordance with guidance issued by His Majesty's Government, from time to time (Sch 1);</p> <p>b) Reflecting the withdrawal of PPN 01/17 under PA2023, Transparency Reports are be removed from the definition of Transparency Information. See below in the PPNs section for other changes related to the withdrawal of this PPN (Sch 1);</p> <p>c) In Schedule 5 (Commercially Sensitive Information) para 1.1 is amended to state that</p>

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		<p>“In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA, the EIRs or under any PPN as well as any information that would be considered sensitive commercial information under Section 94 of the Procurement Act 2023” (para 1, Sch 5);</p> <p>d) In Schedule 5 (Commercially Sensitive Information) along with FOIA and the EIRs, para 1.3 is amended to state “Without prejudice to the Buyer's obligation to disclose information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the Procurement Act 2023, FOIA, or the EIRs to the following information:”</p> <p>e) Updating clause 20.3 on ‘when you can share information’ so these reflect the various routes of disclosure and exemptions, so it states: “To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request for Information and may talk to the Supplier to help it decide whether to publish information under Clause 20, taking into account any agreed Commercially Sensitive Information set out in Schedule 5. However, the extent, content and format of the disclosure shall be decided by the Buyer, in its sole discretion” (cl 20.3);</p> <p>f) Adding that any information and cooperation to be provided to the Buyer to comply with its obligations under its transparency requirements/the FOIA/EIRs is to be provided by the Supplier at no additional cost (cl. 20.2).</p>
<p><b>Core Terms: Supply chain; Rights and protection Ending the contract; Preventing fraud, bribery</b></p>	<p><b>Exclusions; and Termination of contracts by Buyer based on modifications and exclusion grounds (s78 PA 2023);</b></p>	<p><b>Termination rights based on exclusions:</b></p> <p>a) Adding in clauses setting out that the Buyer can terminate the contract with the Supplier where i) they consider that the contract was awarded or modified in material breach of the PA2023 or any regulations made under it; ii) a supplier has become an excluded/ excludable supplier since the award of the contract; or iii) a supplier's sub-contractor is an excluded/ excludable supplier (the termination rights set out in section 78</p>

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<p>and corruption; Definitions Schedule; Key Subcontractors Schedule</p>	<p>removal of superseded fraud &amp; bribery clauses</p>	<p>PA2023). This refers to relevant requirements to be met in terms of the subsections of s78 and also refers to the requirements of s79 (national security exclusions) as relevant (cl 14);</p> <p>b) These new clauses replace the previous two separate <i>supplier</i> termination rights under the PCR: (termination allowed where: a) supplier <i>should</i> have been excluded <i>before/at award</i>; or b) the contract is substantially amended/modified to the extent that the PCR requires a new procurement procedure) with the termination rights set out in section 78 PA2023 (Cl. 14.4.1(k) and 14.4.2);</p> <p>c) This new termination right also replaces the previous right for the Buyer to require the Supplier to terminate any <i>Sub-Contract</i> due to sub-contractor excludability (Cl. 8.3.1(e));</p> <p>d) Adding in a new clause setting out that the Buyer can terminate the contract with the Supplier where a supplier’s sub-contractor becomes an excluded/ excludable supplier after award, provided the Buyer notifies the supplier of its intention to terminate under this clause, and why the Buyer has decided to terminate the contract, gives the supplier reasonable opportunity to make representations about whether this clause applies and the Buyer’s decision to terminate, and gives the supplier reasonable opportunity to cease sub-contracting to the excluded or excludable supplier, and if necessary, find an alternative supplier to which to sub-contract. This is a similar termination right to that set out in a) iii) above, but it does not require the Buyer to have requested information about subcontractor excludability pre-award under section 28(1)(a)) (cl 14);</p> <p><b>‘Fraud and bribery’, gathering info on exclusions, and related termination rights:</b></p> <p>Removing the ‘fraud and bribery’ drafting and replacing this with drafting covering other exclusion grounds (as well as fraud and bribery):</p> <p>e) Renaming “Prevention of Fraud and Bribery”/ “Preventing fraud, bribery and corruption” clauses “Exclusions” (cl 31);</p> <p>f) Removing the clauses on fraud and bribery</p>

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		<p>(also covering the clauses within the ‘fraud and bribery’ section on the Criminal Finance Act in the MSC) and the definition of Prohibited Act (cl 31 &amp; Sch 1 definition of “Prohibited Act”);</p> <ul style="list-style-type: none"> <li>g) Removing the supplier warranty in relation to not having committed a Prohibited Act prior to the effective date (warranties about the Supplier information provided during the procurement remaining true and accurate remains) (cl 9.1.8);</li> <li>h) Including a cross-reference to the new Buyer termination rights mentioned above (cl 31);</li> <li>i) Including a clause in the new “Exclusions” section stating that Suppliers must notify Buyers as soon as reasonably practicable if they consider that an exclusion ground within the meaning of the PA2023 and any associated Regulations does or may apply to them (including where they are put on the debarment list during the term of the contract, or become excluded or excludable by virtue of any associated persons or sub-contractors the Buyer requested information about under s28(1)(a) of PA2023) (cl 31);</li> <li>j) Including a clause in the new “Exclusions” section stating that once Suppliers notify Buyers that they consider that an exclusion ground does or may apply to them, they must provide such information as the Buyer may reasonably request in relation to the application of the relevant exclusion ground, and information relevant to whether the circumstances giving rise to the exclusion ground are continuing or likely to occur again (cl 31);</li> <li>k) Including a clause in the new “Exclusions” section stating that Suppliers must notify Buyers as soon as reasonably practicable during the contract term if there are any changes in connected persons, (cl 31);</li> <li>l) Including a clause in the new “Exclusions” section stating that once Suppliers notify Buyers of any changes in connected persons, they must provide such information as the Buyer may request in relation to those connected persons and exclusions, including information as set out in the Procurement Regulations 2024 (cl 31);</li> </ul>

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		<p>m) Including a new Buyer termination right clause in the new “Exclusions” section stating that the Buyer can terminate the contract where the Supplier fails to notify the Buyer as soon as reasonably practicable of the Supplier becoming aware that a) an exclusion ground does or may apply to them; b) there are changes in connected persons; or c) the Supplier provides information to the Buyer about these grounds, persons, or exclusions that is incomplete, inaccurate or misleading (cl 31);</p> <p><b>Control of subcontracting:</b></p> <p>n) In the ‘Appointing Subcontractors’ section of the Core Terms and para 1 of the ‘Key Subcontractors’ Schedule, adding in a new clause stating that the Supplier will not contract with a [Key] Subcontractor that is on the debarment list on the basis of a mandatory exclusion ground during the term of the contract (cl 8.1; para 1 of Sch 27);</p> <p>o) In the ‘Appointing Subcontractors’ section of the Core Terms and para 1 of the ‘Key Subcontractors’ Schedule, adding in a new clause stating that the Supplier will not contract with a [Key] Subcontractor that is on the debarment list on the basis of a discretionary exclusion ground during the term of the contract, without the Buyer’s prior written consent (cl 8.1; para 1 of Sch 27);</p> <p>p) In the ‘Transferring Responsibilities’ section, amending the clause containing the sentence ‘The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests’ by also requiring the Supplier to set out whether it considers that an exclusion ground within the meaning of the PA2023 and any associated Regulations does or may apply to the subcontractor (cl 27.2));</p> <p>q) In the ‘Key Subcontractors’ Schedule, adding a sub-clause around the list of information the Supplier needs to provide about Key Subcontractors, to include ‘whether the supplier considers that an exclusion ground within the meaning of the PA2023 and any associated Regulations does or may apply to the Key Subcontractor’ (para 1.3 of Sch 27);</p>

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		<p>r) In the ‘Transferring Responsibilities’ section of the Core Terms and para 1.2 of the ‘Key Subcontractors’ Schedule, adding a sub-clause around the Buyer’s list of reasons for withholding consent to the appointment of the relevant Sub-contractor, which refers to the Buyer considering that the proposed Sub-contractor should be excluded pursuant to the PA2023 (cl 27.2; para 1.2 of Sch 27);</p> <p>s) In the ‘Transferring Responsibilities’ section, adding a sub-clause around the Buyer’s list of details it can request about Subcontractors, to include ‘whether the supplier considers that an exclusion ground within the meaning of the PA2023 and any associated Regulations does or may apply to the subcontractor’ (cl 27.7);</p> <p>For all new termination rights, please see below for the consequences of termination following on from these.</p>
<p><b>Specification Schedule; Service Recipients Schedule</b></p>	<p><b>Modifications to contracts (s 74 PA 2023)</b></p>	<p>a) In the Specification Schedule, we are adding in some guidance stating: <i>‘Contract Modifications: Please note that if you intend to rely on the permitted modification ground contained in Paragraph 1 (Provided for in the contract) of Schedule 8 to the Procurement Act, you must include details of the possibility of modification unambiguously within the tender notice or the transparency notice and within the final version of the contract but the modification must not change the overall nature of the contract. It is important to include as much information as possible to ensure that this ground can be relied upon. If you intend to rely on the permitted modification ground contained in Paragraph 5 (Materialisation of a known risk) of Schedule 8 to the Procurement Act, you must include details of the known risk that could jeopardise the satisfactory performance of the contract but which cannot be addressed from the outset within the tender notice or the transparency notice, in as much detail as possible, prior to awarding the contract.’</i> (Sch 2);</p> <p>b) In the Service Recipients Schedule, we are replacing the reference to reg 72 PCR with s 74 PA2023 (Sch 17).</p> <p>See also the changes to Transparency Information</p>



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		above (e.g., publishing a Contract Change Notice).
<p><b>Core Terms: Pricing and payments; Record keeping and reporting; Supply chain; Other people's rights in this Contract</b></p>	<p><b>Reflecting Prompt Payment / 30-day payment terms down supply chain – and invoicing (ss 68, 73, 88 PA 2023)</b></p>	<p><b>Payment of Suppliers &amp; notifying of invoicing errors</b></p> <ul style="list-style-type: none"> <li>a) Amending the clauses providing that the Buyer will pay the supplier within 30 days, reflecting the wording intended by s 68 PA2023. These are amended to state that the Buyer will make payment to the Supplier before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Buyer in respect of the sum; or if later, by the date on which the payment falls due in accordance with the invoice, subject to the invoice being verified by the Buyer as valid and undisputed (Cl. 4.3);</li> <li>b) Adding a clause into clause 4 stating that where any invoice does not conform to the Buyer's requirements set out in clause [4.4], or the Buyer disputes the invoice, the Buyer shall notify the Supplier without undue delay (new clause 4.5);</li> </ul> <p><b>Minimum required information in invoice</b></p> <ul style="list-style-type: none"> <li>c) Amending the clause stating that a supplier invoice is only valid if it includes particular information - to also refer to the minimum required information set out in section 68 (Cl 4.4);</li> </ul> <p><b>Payment of Subcontractors</b></p> <ul style="list-style-type: none"> <li>d) Amending the requirement that the Supplier must ensure that all Subcontractors are paid, in full, within thirty (30) days of receipt of a valid, undisputed invoice, to reflect the wording intended by s 73 and s 68. These are amended to state that the Supplier will make payment to a Subcontractor before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Supplier in respect of the sum; or if later, by the date on which the payment falls due in accordance with the invoice, subject to the invoice being verified by the Supplier as valid and undisputed. (cl 4.6);</li> </ul> <p><b>Publication for non-compliance</b></p> <ul style="list-style-type: none"> <li>e) Adding a new clause to support the Buyer's existing right to publish in the event of late/non-</li> </ul>

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		<p>payment to the record keeping and reporting clauses requiring - at the end of each Contract year, at its own expense, the Supplier to provide a report to the Buyer setting out a summary of its compliance with the 30 day payment terms, such data to be certified by a director of the Supplier as being accurate and not misleading.' (new clause in cl. 6);</p> <p><b>Payment of Subcontractors - mandatory terms</b></p> <p>f) Amending the mandatory provision to be included in subcontracts around Suppliers paying within 30 days to better reflect the wording intended by s 73 and s 68 - so that it is a term that requires all Subcontractors to be paid before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Supplier or other party in respect of the sum; or if later, by the date on which the payment falls due in accordance with the invoice, subject to the invoice being verified by the party as valid and undisputed (cl 8.2.1(d));</p> <p>g) Adding in a mandatory provision to be included in subcontracts requiring the party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion and notify the Subcontractor without undue delay if it considers the invoice invalid or it disputes the invoice (new subclause cl 8.2.1);</p> <p>h) Adding in a new clause stating that the Supplier must ensure that a term equivalent to the clauses above is included in each Sub-Contract in its supply chain, such that each Subcontractor is obliged to include those terms in any of its own Sub-Contracts in the supply chain for the delivery of this Contract. References to the "Supplier" and "Subcontractor", that clause are to be replaced with references to the respective Subcontractors who are parties to the relevant contract (new clause in cl 8);</p> <p>i) Amending the mandatory provisions to be included in subcontracts so that cl 8.2.1(a) and</p>

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		<p>(b) are a subclause up from the rest of (c) onwards (cl 8.2.1);</p> <p>j) Amending the Contract Rights of Third Parties Act (CRTPA) clauses, so that they refer to the clauses above, allowing subcontractors to enforce these payment terms (without Buyer approval first) (cl 23).</p>
<p><b>Core Terms: Pricing and payments; Definitions Schedule</b></p>	<p><b>Electronic Invoicing (s 67 PA2023)</b></p>	<p>Adding wording into clause 4 and the definitions, reflecting section 67, requiring Buyers to accept and process for payment any electronic invoice that complies with the British Standard (cl 4.3, Definitions Schedule - para 1.1)</p> <p>Note, PPN 03/19: The Public Procurement (Electronic Invoices etc.) Regulations is withdrawn under PA2023, so any drafting on electronic invoicing from the PPN has been superseded by this PA2023 drafting.</p>
<p><b>Throughout the contract; Performance Levels Schedule</b></p>	<p><b>Setting and publishing &amp; reporting against operational KPIs for contracts +£5m (s 52 PA2023) - and continuing Playbook requirements for publishing KPIs</b></p>	<p>a) Amending the language in the contract so that Service Levels are now called KPIs, to align with the MSC and the language in the PA 2023' (throughout);</p> <p>b) Add new definition of Measurement Period, which will be used to specify how often the Supplier is required to report on performance against KPIs (Sch 10);</p> <p>c) Removing the reference to publishable KPIs in the Service Levels (Performance Levels) Schedule as all KPIs are potentially publishable under s 52 PA2023 (Sch 10);</p> <p>d) Make clear that the Buyer can use Performance Monitoring Reports to measure the Supplier's performance against the KPIs for each Measurement Period (para 2.3 of Sch 10);</p> <p>e) Change the title of the last column to, "Measurement Period" to align with the new definition used in the Schedule and adding guidance to set out considerations for the Buyer when setting this period pursuant to Procurement Act 2023/Sourcing Playbook/DDAT (Table in Annex A to Part A, Sch 10);</p>

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		<p>f) Making clear that the Parties will agree a frequency for the provision of Performance Monitoring Report and those reports may be used by the Buyer to assess the Supplier's performance against the KPIs in each Measurement Period (para 1.2, Part B, Sch 10);</p> <p>g) Inserting the following paragraph after para 1.6 in Part B - "The Supplier acknowledges and agrees that, each time the Buyer conducts an assessment of the Supplier's performance against a Key Performance Indicator, the Buyer may publish information as required by Law in relation to that assessment" (Part B, Sch 10);</p> <p>h) Adding Guidance into the Service Levels (Performance Levels) Schedule covering the fact that - before entering into a public contract with an estimated value of more than £5 million, section 52(1) of the PA2023 requires a Buyer to set at least three KPIs in respect of the contract unless it considers that KPIs will not appropriately assess the supplier's performance. Section 52(3) of the PA2023 requires Buyers to publish all of the KPIs set under a contract. Where a Buyer sets KPIs, section 71(2) of that Act also requires a Buyer to assess and publish performance against the KPIs at least once in every period of twelve months throughout the life of the contract. This covers contract details notices and contract performance notices. This also refers to the Procurement Regulations 2024 and the fact that if there are more than three KPIs set in a contract, a Buyer must report on the three KPIs that it regards as most material to performance of the contract at the particular time. In practice, this means that the top three KPIs of a contract may change throughout the life of the contract and be different to those published at the time of contract award. Buyers should note the exemptions in sections 94 and 99 of the PA2023. These obligations (and applicable exemptions) have been incorporated into the defined term of "Transparency Information" within the contract. Contracting authorities should refer to the KPI guidance published on Gov.uk for further information (Annex 1 of (Sch 10);</p>

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		<p>i) We have also retained and updated slightly the guidance on Sourcing Playbook requirement for Central Government Departments and their ALBs to publish the top 3 operational KPIs on the government's most important contracts on a quarterly basis, and add in a reference to the DDAT Playbook's policy around Central Government Departments and their ALBs publishing 4 mandatory DDAT KPIs on a regular basis (where this DDAT Playbook applies to their contract) - referring out to the Sourcing Playbook guidance on KPIs and the DDAT Playbook guidance on DDAT KPIs (Annex 1 of (Sch 10);</p> <p>j) Providing spaces in the Service Levels (Performance Levels) Schedule for Buyers to set out how the ratings in the 2023 Regs (Reg 39(5)) map over to the ratings in the contract as follows (the first column stating the ratings as per Regulation 39 of the Procurement Regulations 2024) and include the following guidance above the table (Sch 10):</p> <p><i>The following table provides space to set out how the performance ratings set out in Regulation 39(5) of the Procurement Regulations 2024 are to be mapped against the performance ratings used for the purposes of this Contract. For example:</i></p> <ul style="list-style-type: none"> <li>a. <i>Good = Service Level Performance Measure</i></li> <li>b. <i>Approaching Target = [0.01]% - [1.00]% below the Service Level Performance Measure</i></li> <li>c. <i>Requires Improvement = [1.01]% - [2.00]% below the Service Level Performance Measure</i></li> <li>d. <i>Inadequate = [2.01]% - [3.00]% below the Service Level Performance Measure, or below the Service Level Threshold</i></li> <li>e. <i>Other = where performance of the Supplier cannot be described as 'Good', 'Approaching Target', 'Requires Improvement' or 'Inadequate' due to any other factor(s)</i></li> </ul> <p><i>These are indicative only and will vary depending on the nature of the procurement and contract to be entered into. Buyers should</i></p>

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		<p><i>therefore carefully consider the appropriate performance metrics to be used on a case-by-case basis.</i></p> <p>k) Removing the Buyer’s right to unilaterally change KPIs within certain parameters (these may still be changed by agreement) (para 2.5 of Sch 10);</p> <p>Note, Social Value KPIs are addressed separately in the table below.</p>
<p><b>Core Terms: Supply chain; Ending the contract</b></p>	<p><b>Requiring Subcontracting in some circumstances (s 72 PA 2023)</b></p>	<p>a) Adding a clause into the subcontracting/ supply chain clauses setting out the right of the Buyer to require Suppliers to enter into a legally binding agreement with a proposed subcontractor, where Supplier does not subcontract as indicated in line with s 72 (where the Buyer has a) required the sub-contracting as a condition of Award; or b) the supplier has indicated that they intend to sub-contract and will rely on the sub-contractor to pass the conditions of participation) (cl 8);</p> <p>b) Adding in a termination right giving the Buyer the right to terminate the contract in line with s 72 where the supplier fails to enter into the sub-contract as directed. Please see below for the consequences of termination following on from this new termination right (cl 14.4).</p>
<p><b>Throughout the contract</b></p>	<p><b>Electronic Notices – primary method (s 96 PA 2023)</b></p>	<p>Updating the noticing provisions so that written notices will be served by email unless it is not practicable to do so, and ensuring that electronic (email) noticing is the prime method of serving notice (cl 28 and throughout the contract).</p>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
<p><b>Core Terms: Conflict of interest; Definitions Schedule</b></p>	<p><b>Conflicts of Interest ('COI') updated (ss 81-83 PA 2023)</b></p>	<p>Updating the COI provisions (cl 36 &amp; Sch 1);</p> <ul style="list-style-type: none"> <li>a) Updating the definition of “Conflict of Interest” to better align with the language / definition of COI in PA2023. This is now be “a <i>direct or indirect</i> conflict between the financial, <i>professional</i>, or personal <i>interests</i> of the Supplier or the Supplier Staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer” (Sch 1);</li> <li>b) Removing the reference to the Supplier needing to ensure it and its staff are not placed in a <i>perceived</i> COI (so this only applies to actual or potential COIs) (cl 36.1);</li> <li>c) Updating the wording on steps to mitigate COIs and termination for actual or potential unresolvable COIs to better align with the language in PA2023 - so it says “The Buyer will consider whether there are any <i>reasonable steps</i> that can be put in place to <i>mitigate</i> an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such <i>steps</i> do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest...’ (cl 36.3).</li> </ul> <p>Please see below for the consequences of termination following on from this termination right.</p> <p>Note, PPN 04/21: Applying Exclusions in Public Procurement, Managing Conflicts of Interest and Whistleblowing is withdrawn under PA2023, so any drafting on COIs from the PPN and accompanying guidance has been superseded by this PA2023 drafting. To the extent any drafting on exclusions was taken from this PPN and accompanying guidance this has been superseded by the PA2023 drafting on exclusions. We have kept the drafting on whistleblowing in the contract.</p>
<p><b>Core Terms: Ending the contract</b></p>	<p><b>Consequences of Termination - New Termination</b></p>	<p>In line with the Buyer termination rights added to the contract under the PA2023 (see above), the following consequences of termination apply:</p> <ul style="list-style-type: none"> <li>a) Where the Buyer terminates the contract because the contract was awarded in material</li> </ul>

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	Rights	<p>breach of the PA2023 (s78(2)(a) PA2023) - each party covers its own losses, and the Supplier will not be responsible for costs of replacement deliverables for the term (cl 14.5.2);</p> <p>b) Where the Buyer terminates the contract because the contract was modified in material breach of the PA2023 (s78(2)(a) PA2023) - each party covers its own losses, and the Supplier will not be responsible for costs of replacement deliverables for the term (see cl 14.5.2);</p> <p>c) Where the Buyer terminates the contract because the Supplier becomes excluded or excludable after contract award (PA2023 (s78(2)(b) PA2023) - the Supplier will be responsible for costs of replacement deliverables for the term (see cl 14.5.1);</p> <p>d) Where the Buyer terminates the contract because a Subcontractor becomes excluded or excludable after contract award (and e.g., is not replaced) (PA2023 (s78(2)(c) PA2023) - the Supplier will be responsible for costs of replacement deliverables for the term (see cl 14.5.1);</p> <p>e) Where the Buyer terminates the contract because a Subcontractor appointed after contract award becomes excluded or excludable after contract award (and e.g., is not replaced) - the Supplier will be responsible for costs of replacement deliverables for the term (see cl 14.5.1);</p> <p>f) Where the Buyer terminates the contract because the Supplier does not notify the Buyer as soon as reasonably practicable of the Supplier becoming aware that a) an exclusion ground does or may apply to them; b) a change in connected persons, or c) the Supplier provides information to the Buyer about these grounds, persons, or exclusions that is incomplete, inaccurate or misleading - the Supplier will be responsible for costs of replacement deliverables for the term (see cl 14.5.1);</p>



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		<p>g) Where the Buyer terminates the contract because the Supplier fails to enter into a particular sub-contract as directed (s72 PA2023) - the Supplier will be responsible for costs of replacement deliverables for the term (see cl 14.5.1);</p> <p>h) Where the Buyer terminates the contract because the Supplier is in an actual or potential COI that is not resolved, and the Supplier did not tell the Buyer about the COI - the Supplier will be responsible for costs of replacement deliverables for the term (see cl 14.5.1);</p> <p>i) Where the Buyer terminates the contract because the Supplier is in an actual or potential COI that is not resolvable/resolved, and the Supplier did tell the Buyer about the COI, where the COI could impact the contract's performance or question its integrity, but cannot be avoided for reasons outside of the Supplier's control - each party covers its own losses, and the Supplier will not be responsible for costs of replacement deliverables for the term (see cl 14.5.2);</p> <p>j) Where the Buyer terminates the contract because the Supplier is in an actual or potential COI that is not resolved, and the Supplier did tell the Buyer about the COI, where the COI could impact the contract's performance or question its integrity, but the Supplier fails, or refuses, to take steps to avoid the COI - the Supplier will be responsible for costs of replacement deliverables for the term (see cl 14.5.1).</p>
<p><b>Core Terms: How the contract works</b></p>	<p><b>Guidance re: putting contract together – remove from clauses</b></p>	<p>Removing cl 2.1 as it references the PCRs and is effectively guidance on how to put the contract together, rather than an effectual clause (cl 2.1)</p>

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Throughout the contract	Updates to PCR references	<p>Where not otherwise captured in this table:</p> <ul style="list-style-type: none"> <li>a) Updating references to the PCRs with references to the PA2023;</li> <li>b) Updating reference to PCR-related terms with PA2023 terms (e.g., replacing 'selection questionnaire' and 'ITT');</li> <li>c) Updating references from "Contracts Finder" to "Find a Tender Service".</li> </ul>
<b>PPNs</b>		
Award Form; New optional Carbon Reduction Schedule; Guidance	PPN 016: Carbon Reduction Contract Schedule	<ul style="list-style-type: none"> <li>a) Adding a new optional schedule to reflect the example clauses and guidance in the Carbon Reduction Schedule published with this PPN.</li> <li>b) Updating the Award Form and Guidance documents to reflect these new optional schedules.</li> </ul>
Prompt Payment Schedule (Previously named Supply Chain visibility)	<p>PPN 015: Taking account of a bidder's approach to payment in the procurement of major contracts and upcoming PPN</p> <p>PPN 018: Guidance on how to take account of a supplier's approach to payment in the procurement of major contracts</p>	<p>Updating the prompt payments clauses to reflect the prompt payment PPN (015) and to add in the requirement for the Supplier to pay invoices within an average of 55 days or less, to put in place an action plan if this does not take place, and for the Buyer to be able publish Supplier non-compliance details (para 4, Sch 18 &amp; guidance document).</p> <p>Adding in wording to apply from 1 October 2025 requiring Suppliers to pay invoices within an average of 45 days or less, in line with the prompt payment PPN (018) on this point (para 4, Sch 18 &amp; guidance document).</p> <p>This replaces wording from PPN 8/21 and PPN 10/23.</p>
New optional Security Management	PPN 014: Updates to the Cyber	Note, in most of these Schedules, the defined term 'Relevant Certifications' includes Cyber Essentials / Cyber Essentials Plus or equivalents.

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
Schedules	Essentials Scheme	<p>In the Buyer-led Assurance Security Schedule and in the Supplier-led Assurance Security Schedule:</p> <ul style="list-style-type: none"> <li>a) Including the definition of Relevant Certifications stating that Suppliers and any SIMS Sub-contractor, any Key Subcontractor, and any Higher-risk Sub-contractor need to have Cyber Essentials Plus or equivalent, and any Medium-risk Sub-contractor needs to have Cyber Essentials or equivalent;</li> <li>b) Including a 'authority to proceed' clause stating that Suppliers can't start Operational Services or Handle any Authority Data (now Government Data) using the Supplier Information Management System, unless the Supplier has, and ensured that Sub-contractors have obtained the certifications;</li> <li>c) Including a clause stating that unless otherwise agreed by the Authority, the Supplier needs to ensure it and any SIMS Sub-contractor, any Key Subcontractor, and any Higher-risk Sub-contractor have Cyber Essentials Plus or equivalent and any Medium-risk Sub-contractor needs to have Cyber Essentials or equivalent;</li> <li>d) Including a clause stating that unless otherwise agreed by the Buyer, the Supplier must provide the Buyer with a copy of these certifications for itself and the Sub-contractors before it begins to provide the Services;</li> <li>e) Including a clause stating that the Supplier needs to ensure that at the time it and any Sub-contractors begin to provide the Services these certifications are effective, relate to their full supplier information system and are subject to any conditions that may impact providing the Services;</li> <li>f) Including clauses requiring the Supplier to notify the Buyer in the event of certification expiry/revocation/cancellation, or issues with the scope or conditions of these certifications, and requiring the Supplier to put together a Certification Rectification Plan setting out the impacts and proposed remedies. If the Buyer accepts this plan, the Supplier must immediately</li> </ul>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
		<p>work on the plan, if the Buyer rejects the plan, there is provision for a revised plan, and if the Buyer rejects this, it is deemed a material Default;</p> <p>g) Including a clause stating that the Security Management Plan needs to cover these certifications for the Subcontractors; and</p> <p>h) Including a clause stating that the Supplier must make sure End User Devices holding Government Data are within the scope of the certifications.</p> <p>In the new optional Development Security Schedule:</p> <p>i) Providing clauses and tick boxes for the Buyer to indicate (where it has assessed the Contract as a standard risk agreement) whether it requires Suppliers to have Cyber Essentials or equivalent or Cyber Essentials Plus or equivalent (unless otherwise agreed by the Buyer);</p> <p>j) Including the definition of Relevant Certifications stating that Suppliers need to have Cyber Essentials Plus or equivalent for a higher-risk agreement;</p> <p>k) Including a clause stating that unless otherwise agreed by the Buyer, the Supplier must provide the Buyer with a copy of these certifications for itself and the Sub-contractors before it begins to provide the Services;</p> <p>l) Including a clause stating that the Supplier needs to ensure that at the time it and any the Sub-contractors begin to provide the Services these certifications are effective, relate to their full supplier information system and are subject to any conditions that may impact providing the Services;</p> <p>m) Including clauses requiring the Supplier to notify the Buyer in the event of certification expiry/revocation/cancellation, or issues with the scope or conditions of these certifications, and requiring the Supplier to put together a Certification Rectification Plan setting out the impacts and proposed remedies. If the Buyer</p>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
		<p>accepts this plan, the Supplier must immediately work on the plan, if the Buyer rejects the plan, there is provision for a revised plan, and if the Buyer rejects this, it is deemed a material Default;</p> <p>n) Including a clause stating that the Security Management Plan needs to cover these certifications for the Subcontractors;</p> <p>o) Including a clause stating that the Supplier must make sure End User Devices holding Government Data are within the scope of the certifications where the scope of that certification includes the Services;</p> <p>p) Adding in space to put certification requirements required to be held under the contract in the Executive Summary, and an Appendix for these certifications to be included.</p> <p>In the new optional Consultancy Security Schedule:</p> <p>q) Providing clauses and tick boxes for the Buyer to indicate (where it has assessed the Contract as a standard consultancy agreement) whether it requires Suppliers to have Cyber Essentials or equivalent or Cyber Essentials Plus or equivalent (unless otherwise agreed by the Buyer);</p> <p>r) Including a clause stating that Suppliers need to have Cyber Essentials Plus or equivalent for a higher-risk consultancy agreement (unless otherwise agreed by the Buyer);</p> <p>s) Including a clause stating that unless otherwise agreed by the Buyer, the Supplier must provide the Buyer with a copy of these certifications (in this Schedule, Cyber Essentials/Cyber Essentials Plus or equivalent are included in the definition of Relevant Certifications) before it begins to provide the Services;</p> <p>t) Including a clause stating that the Supplier needs to ensure that at the time it begins to provide the Services these Relevant Certifications are effective, relate to their full supplier information system and are subject to</p>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
		<p>any conditions that may impact providing the Services;</p> <ul style="list-style-type: none"> <li>u) Including clauses requiring the Supplier to notify the Buyer in the event of certification expiry/revocation/cancellation, or issues with the scope or conditions of these certifications, and requiring the Supplier to put together a Certification Rectification Plan setting out the impacts and proposed remedies. If the Buyer accepts this plan, the Supplier must immediately work on the plan, if the Buyer rejects the plan, there is provision for a revised plan, and if the Buyer rejects this, it is deemed a material Default;</li> <li>v) A clause stating that the Supplier must make sure End User Devices holding Government Data are within the scope of any current Cyber Essentials Plus certificate (or equivalent) where the scope of that certification includes the Services.</li> </ul> <p>In the new optional Short Form Security Schedule:</p> <ul style="list-style-type: none"> <li>w) Providing tick boxes for the Buyer to indicate whether it requires Suppliers to have Cyber Essentials or equivalent or Cyber Essentials Plus or equivalent;</li> <li>x) Providing tick boxes for the Buyer to indicate whether it requires Subcontractors that Process Government Data to have Cyber Essentials or equivalent or Cyber Essentials Plus or equivalent;</li> <li>y) Including a clause stating that where no option is selected, Suppliers and Subcontractors that Process Government Data are to have Cyber Essentials or equivalent;</li> <li>z) Including a clause stating that Suppliers must ensure they and Subcontractors must have these in place before handing Government Data, and throughout the Term.</li> </ul>
<p><b>New optional Security Management Schedules</b></p>	<p><b>PPN 012: Security Classification s Policy</b></p>	<p>In the Buyer-led Assurance Security Schedule and in the Supplier-led Assurance Security Schedule, as well as the Development Security Schedule and the Consultancy Security Schedule:</p>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
		<p>a) Including a clause stating that Suppliers acknowledge the Supplier Information Management System is only for handling 'official' [which includes 'official-sensitive' - although this is not noted in the clause] Government Data and not any higher classifications;</p> <p>b) Including a clause stating that Suppliers can't alter security classification and that if they become aware of handling 'secret' or 'top secret' data they need to immediately notify the Buyer and follow Buyer instructions;</p> <p>c) Including a clause stating that the Supplier must ensure it, and its staff and subcontractors comply with the Expected Behaviours (set out in para 16 of the Government Security Classification Policy (<a href="https://www.gov.uk/government/publications/government-security-classifications/guidance-11-working-at-official-html">https://www.gov.uk/government/publications/government-security-classifications/guidance-11-working-at-official-html</a>) and Security Controls (set out in para 12 of the Government Security Classification Policy) when handling Government Data;</p> <p>d) Including a clause stating that where there is a conflict between the Expected Behaviours or the Security Controls and the Security Schedule, the Schedule shall apply to the extent of any conflict.</p> <p>In the new optional Short Form Security Schedule:</p> <p>a) Including a clause stating that Suppliers acknowledge they can only handle 'official' [which includes 'official-sensitive' although this is not noted in the clause] Government Data and not any higher classifications;</p> <p>b) Including a clause stating that Suppliers can't alter security classification and that if they become aware of handling 'secret' or 'top secret' data they need to immediately notify the Buyer and follow Buyer instructions;</p> <p>c) Including a clause stating that the Supplier must ensure it, and its staff and subcontractors comply with the Expected Behaviours (set out in</p>

<b>General Contract Reference</b>	<b>Area</b>	<b>Change and Specific Contract Reference</b> (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
		<p>para 16 of the Government Security Classification Policy (<a href="https://www.gov.uk/government/publications/government-security-classifications/guidance-11-working-at-official-html">https://www.gov.uk/government/publications/government-security-classifications/guidance-11-working-at-official-html</a>) and Security Controls (set out in para 12 of the Government Security Classification Policy) when handling Government Data.</p>
<b>Sustainability Schedule</b>	<b>PPN 009: Tackling Modern Slavery in Government Supply Chains</b>	<p>Correcting the clauses to align with the example clauses from the guidance document accompanying this PPN:</p> <ul style="list-style-type: none"> <li>a) Moving paras 3.1.13, 3.2 and 3.3 of Part A down to the end of para 3 of Part B, as these are optional modern slavery provisions (throughout Sch 26);</li> <li>b) Amending para 3.1.8 of Part A by removing the guidance note and incorporating it into the clause itself - “shall prepare and deliver to the Buyer, an annual slavery and human trafficking report (in respect of which a statement under section 54 of the Modern Slavery Act would be sufficient) ... (para: 3.1.8 of Part A in Sch 26);</li> <li>c) Reordering para 3 of Part B to align with the order as set out in the example clauses from the guidance document accompanying the PPN - so it is (previously numbered) para 3.1, 3.4-3.6, 3.2-3.3, then para 3.2 and 3.3 of Part A (para 3 of Part B in Sch 26);</li> <li>d) Amending para 3.3 so it refers to defaults under all the optional clauses, rather than just clause 3.1 (cl 33.12 of Part A of Sch 26);</li> <li>e) Amending para 3.3 of Part A by removing the guidance from the middle of this clause - it should be clear this is optional from the other changes set out here (para 3.3 of Part A in Sch 26).</li> </ul>
<b>Core Terms: Tax; Definitions Schedule</b>	<b>PPN 08/15: tax arrangements of appointees (IR35) - withdrawn under PA2023; Updated</b>	<p>Reflecting the withdrawal of PPN 08/15 under PA2023:</p> <ul style="list-style-type: none"> <li>a) Updating the definition of Worker so that it no longer refers to PPN 08/15 (Sch 1);</li> <li>b) Add definitions of IR35 and Supply Chain Intermediary which are needed as a result of updates to the core terms (Sch 1);</li> </ul>



General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
	clauses on tax reporting	<p>c) Update term requiring compliance with tax legislation to include National Insurance Contributions and IR35 provisions specifically (Cl. 34.3.1);</p> <p>d) Adding new clauses to enable the Buyer to gather information related to compliance with IR35 from the Supplier, provide this information to HMRC and an obligation to inform the Buyer if there is a change to the IR35 status of and Workers or Supplier Personnel (cl. 34.4-34.6).</p>
Previous Transparency Reports Schedule; Guidance	PPN 010: Procuring Steel in Government Contracts	Moving the guidance on collecting steel data in line with this PPN from the (previous) Transparency Reports Schedule into the guidance document. Updating the language used in this guidance to reflect the reissued PPN and accompanying documents under PA2023 (Sch 6; guidance).
Award Form	PPN 004: Open book contract management	Updating the reference to this PPN when referring to Financial Transparency Requirements (Point 7 of Award Form).
Sustainability Schedule	PPN 006: Taking account of Carbon Reduction Plans in the procurement of major government contracts	In the Sustainability Schedule, updating the clause implementing this PPN so that it states ' In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (including VAT)); this is a public contract, other than a special regime contract under the Procurement Act 2023; and it is related to and proportionate to the contract in accordance with PPN 006), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 006 (para 4.4 of Part A to Sch 26)
Throughout (No change - for information only)	PPN 008: Updated guidance on data protection legislation - withdrawn under PA2023	While this PPN has been withdrawn, we need to retain drafting on GDPR, so no changes have been proposed to the GDPR / data protection drafting, except as otherwise set out in here.
Award Form; Definitions Schedule;	PPN 002: taking	a) As set out above, the reference to publishable KPIs in the Service Levels (Performance Levels) Schedule is removed, as all KPIs are

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
<p><b>Specification Schedule;</b>  <b>Tender Schedule;</b>  <b>Performance Levels Schedule;</b>  <b>Sustainability Schedule</b></p>	<p><b>account of social value in the award of central government contracts</b></p>	<p>potentially publishable under s 52 PA2023 (Annex A to Part A of Sch 10);</p> <p>b) Removing the guidance in the Schedule about ‘selecting the single most important Social Value KPI, which shall be publishable (four KPIs in total). Buyers can indicate which are publishable in the table below.’ Social Value KPIs are no longer separately publishable under the PPN, but may be published under s 52 PA2023 if relevant. Adding some guidance to the s 52 PA23 guidance (mentioned above) to state that a Social Value KPI may be one included as one of the three key performance indicators that a Buyer regards as most material to performance of the contract, where relevant and appropriate (Annex A to Part A of Sch 10);</p> <p>c) Updating the guidance on Social Value KPIs to reference and reflect the updated PPN (throughout Annex A to Part A of Sch 10);</p> <p>d) Inserting some guidance in the Tender Schedule to say that the Tender should include how the Supplier will deliver the Social Value Requirements (Sch 4);</p> <p>e) Removing the Social Value KPIs Part C of the Sustainability Schedule (Part C), as well as any drafting and guidance referring to this Part C - in the Award Form, definitions (including removing the definition of Social Value Report), specification and guidance. All Social Value KPIs are now be in Schedule 10, which is mandatory (Guidance at Start of Sch 26; Part C of Sch 26; Sch 1; Sch 2, Social value aspect of Award Form, guidance doc);</p> <p>f) Add a clause stating that where the Supplier or a Subcontractor have a requirement to hire Supplier Staff for a role based in the United Kingdom the role should be published on the Governments’ <u>‘Find a Job’</u> website and include the location at which Supplier Staff would be expected to perform the role (Para 6, Part A of Sch 26).</p>
<p><b>Award Form;</b>  <b>Prompt Payment</b></p>	<p><b>Procurement Policy Note 01/18: Supply</b></p>	<p>Reflecting the withdrawal of PPN 01/18 under PA2023:</p>

Mid-Tier Contract List of Changes

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
Schedule (previously named Supply Chain Visibility); Guidance	Chain Visibility withdrawn under PA2023	<ul style="list-style-type: none"> <li>a) Rename the 'Supply Chain Visibility' Schedule to "Prompt Payment" and remove para 2-3 and the definitions of in para 1 (Sch 18);</li> <li>b) Update the Award Form and Guidance with the new Schedule name (Award Form; Guidance);</li> <li>c) Removing references to this PPN and its contents in the Guidance (Guidance).</li> </ul>
Core Terms: When you can share information; Definitions Schedule; Commercially Sensitive Information Schedule	Procurement Policy Note 01/23: Requirements to publish on Contracts Finder - withdrawn under PA2023	Reflecting the withdrawal of PPN 01/23 under PA2023, the definition of Transparency Information is updated in line with PA2023 above (no further changes needed).
Award Form; Previous Minimum Standards of Reliability Schedule; Guidance	PPN 04/15: taking account of suppliers' past performance - N/A and withdrawn	Removing Sch 15 (award form, guidance, Sch 15).
Core Terms: Ending the contract; Tax; Definitions Schedule	PPN 03/14: promoting tax compliance - withdrawn under PA2023	<p>Reflecting the withdrawal of PPN 03/14 under PA2023, removing clauses related to occasions of tax non-compliance, including tax terms, warranties, termination rights and related definitions (Sch 1; cl 14.4.1(b); cl 35.2).</p> <p>The content of this PPN has been superseded by the exclusions aspects of the PA2023.</p>
Award Form; Definitions Schedule; Previous Transparency Reports Schedule; Guidance	PPN 01/17: Transparency Principles - withdrawn under PA2023	<p>Reflecting the withdrawal of PPN 01/17 under PA2023:</p> <ul style="list-style-type: none"> <li>a) As set out above, Transparency Reports are removed from the definition of Transparency Information in Sch 1 (Sch 1);</li> <li>b) The definition of Transparency Reports is removed (Sch 1);</li> <li>c) Schedule 6 is deleted (see above for the changes in respect of the guidance on the Steel PPN, which was also in this annex) (Sch 6,</li> </ul>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
		Award Form, guidance); d) Updating the guidance to reflect to the removal of Sch 6 (guidance).
<b>Security Schedules &amp; related security updates</b>		
<b>Award Form; optional Security Schedule(s), previous Cyber Essentials Schedule; Guidance</b>	<b>New optional Security Management Schedules</b>	<p>a) Replacing the optional Security Schedule and Cyber Essentials Schedule with 5x optional Security Schedules:</p> <ul style="list-style-type: none"> <li>a. Short Form Schedule - for use when you don't require extensive security provisions;</li> <li>b. Consultancy Security Schedule - for use when buying consultancy services;</li> <li>c. Development Activity Security Schedule - for use when buying software development services;</li> <li>d. Buyer-led Assurance Schedule - for big managed services - for use when the Buyer is in a position to assess Supplier systems; and</li> <li>e. Supplier-led Assurance Schedule - for big managed services - for use when the Buyer requires the Supplier to assess its own systems.</li> </ul> <p>b) This incorporates PPN 014: Updates to the Cyber Essentials, and PPN 012: Security Classifications Policy, as set out above.</p>
<b>Throughout the Contract</b>	<b>Updating Contracts for new security schedules - renumbering Schedules etc</b>	Renumbering the schedules in light of the replacement of the security and cyber essentials schedules with a single security schedule (5 x options) (Award Form and across the Schedules and guidance).
<b>Award Form</b>	<b>Updating Contracts for new security schedules - Award Form</b>	Updating the Award Form to remove the Cyber Essentials row, and in the Security row, allow for security requirements to be listed in the Award Form, and/or to refer to one of the optional Security Schedules. Removing references to the Security Policy, and the reference to the ICT Policy for the purposes of Sch 16. Updating guidance as relevant (Award Form).

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
Core Terms: Data protection and security	System Requirements	<p>a) Amending the system requirements clause so that it refers to the Supplier system holding Government Data being a secure system that complies <i>with the Security Requirements (including Schedule 16 (Security) (if used)), and otherwise as required by Data Protection Legislation</i> (cl 18.4);</p> <p>b) Moving this clause closer to the start of these security clauses (cl 18).</p> <p>See below for the definition of “Security Requirements” amendments.</p>
Definitions Schedule	Government Data Definition	<p>Updating the definition of “Government Data” to:</p> <p>“means any:</p> <p>(a) data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media;</p> <p>(a) Personal Data for which the Authority is a, or the, Data Controller; or</p> <p>(b) <i>any meta-data relating to categories of data referred to in Paragraphs (a) or (b);</i></p> <p>that is:</p> <p>(c) supplied to the Supplier by or on behalf of the Authority; or</p> <p>(d) that the Supplier is required to generate, <i>Process, Handle</i>, store or transmit under this Contract; and</p> <p><i>[for the avoidance of doubt includes the Code and any meta-data relating to the Code].”</i></p> <p>Note, the last sentence of the definition relating to Code is included in the definition on an optional basis, where software development activities are included as part of optional Schedule 16 (Security) (Sch 1).</p>
Definitions Schedule; optional Security	Related Definitions for Security – elsewhere in	<p>a) Amending the definition of “Authority System”/ “Buyer System” to the following definition (amended as required to suit contract language - e.g., using “Buyer” rather than “Authority” (Sch</p>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
Schedule(s)	the contract	<p>1):</p> <p>“means the Authority’s <i>information and communications technology system, including any software or Authority Equipment, owned by the Authority or leased or licenced to it by a third party, that:</i></p> <p>(a) is used by the Authority or the Supplier in connection with this Contract;</p> <p>(b) interfaces with the Supplier System; and/or</p> <p>(c) is necessary for the Authority to receive the Services.”</p> <p>b) Adding definitions for “Authority Equipment”/ “Buyer Equipment”, “Code”, “Developed System” and “Handle”. “Code” and “Developed System” definitions are optional, and apply where software development activities are included as part of optional Schedule 16 (Security) (Sch 1);</p> <p>c) Adding a definition of “Security Requirements”. This refers to the security requirements set out in the Award Form or in the Security Schedule (Sch 16) if used (Sch 1);</p> <p>d) In each of the Security Schedules, a definition of “Subcontractor” is added into the Schedules in place of the usual definition in the contract, for the purpose of the specific security schedule only (Sch 16);</p> <p>e) In each of the Security Schedules, a definition of “Supplier Staff is added into the Schedules in place of the usual definition in the contract, for the purpose of the specific security schedule only (Sch 16).</p> <p>See also the amendments to the definition of “Process” / “Processing” below.</p>
Core Terms: Data protection	Backups / Copies of Government	<p>a) Deleting the back-ups provision (cl 18.3);</p> <p>b) (Subject to the Security Requirements)</p>

<b>General Contract Reference</b>	<b>Area</b>	<b>Change and Specific Contract Reference</b> (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
and security	Data	Amending the providing copies provision so it refers to 'providing the Buyer with copies of Government Data held by the Supplier or Subcontractor...' (cl 18.8.1).
<b>Core Terms: Data protection and security</b>	<b>Deletion / Erasure of Government Data</b>	<ul style="list-style-type: none"> <li>a) Deleting the provision on destroying all Storage Media, and removing the definition of "Storage Media" (cl 18.8.3 &amp; Sch 1);</li> <li>b) (Subject to the Security Requirements), amending the erasure provision so it refers to erasing 'copies of Government Data held by the Supplier or a Subcontractor...using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted...' (cl 18.8.4);</li> </ul> <p>See also the changes on 'carve out' exceptions to these requirements, below.</p>
<b>Performance Levels Schedule</b>	<b>Clarifying remedies for loss/ corruption of Government Data</b>	Making clear that the remedies for any Service Level Failures resulting in corruption or loss of any Government Data are to include the indemnity in cl 18.8.5, along with the remedies under cl 18.6-18.7 (para 2.4.2(c) of Sch 10)
<b>Award Form; Core Terms: Supplier staff; Background Checks Schedule; Processing Data Schedule</b>	<b>Staff Vetting</b>	<p>Amending the clauses relating to vetting of Supplier Staff:</p> <ul style="list-style-type: none"> <li>a) Moving the sub-clause into a new clause which provides that the Supplier shall ensure vetting takes place in accordance with Schedule 16 (Security Management) (if used); or if Sch 16 is not used, the vetting requirements set out in the Award Form; and if Sch 16 is not used or there are no vetting requirements specified in the Award Form, Supplier Staff are to have BPSS or equivalent (cl 7.1.2; new cl 7);</li> <li>b) Amending the clause around background checks to say that where the performance of this Contract will, or is likely to, give Supplier Staff access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, be further vetted in accordance with Schedule 32 (Background Checks) (new cl 7.1.3)</li> <li>c) Updating the section on security / vetting in the Award Form to state that 'For the purposes of</li> </ul>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
		<p>vetting: (i) Sch 16 will apply (if used); (ii) If Sch 16 is not used – the vetting requirements set out in this Award Form, which are: <i>[Buyer to insert requirements, and whether this is to apply to all Supplier Staff (which includes Subcontractor staff), or only a limited subset of staff]</i> (iii) If Sch 16 is not used and there are no vetting requirements specified in the Award Form, Supplier Staff are to have BPSS or equivalent (Award Form);</p> <p>d) Adding in accompanying Guidance to the drafting in e) above stating that <i>‘if you are <u>not</u> using a Security Schedule (16) and you want Supplier /Subcontractor Staff, or some of these staff, to be subject to a specific type of vetting, you will need to list the requirements here. You will need to specify whether you want this to apply to all Supplier /Subcontractor Staff, or just a subset of these (see the specific definitions of “Subcontractor” and “Supplier Staff” in Sch 16 for an example of what these might be). If you are not using Sch 16 and do not want Supplier /Subcontractor Staff to be subject to vetting you should also specify that here – otherwise all Supplier Staff (which includes Subcontractor staff) will need to have BPSS or equivalent’</i> (Award Form);</p> <p>In Schedule 32 (Background Checks):</p> <p>e) Amending Paragraph 1, and creating guidance to state that the schedule should be used when staff will, or is likely to, have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care (guidance - this has been moved from para 3.2 Sch 32);</p> <p>f) Amending the definition of “Relevant Conviction” for the purposes of the Background Checks Schedule only (para 2 of Sch 32);</p> <p>g) Adding a new Definition of “Relevant Role”:</p> <p>“an activity involved in the performance of this Contract in which the individual performing that roll will, or is likely to, have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, as notified by the Buyer to the</p>



General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
		<p>Supplier” (para 2 of Sch 32);</p> <ul style="list-style-type: none"> <li>h) Adding a new Paragraph 3 which provides that the schedule applies in addition to any other contract terms dealing with vetting of Supplier Staff (new para 3 of Sch 32);</li> <li>i) Deleting paragraph 3.1 and replacing with provisions which prevent engagement of Supplier Staff without approval where they disclose or are found to have a Relevant Conviction or are found to have an inappropriate record (para 3.1 of Sch 32);</li> <li>j) Amending paragraph 3.2 so that it also applies to Subcontractors, and is linked to staff performing a Relevant Role (para 3.2 of Sch 32);</li> <li>k) Removing wording at end of Paragraph 3.2.3 on not employing any person with a relevant conviction or inappropriate record removed as this is now contained in new paragraph 4.1 (para 3.2.3 of Sch 32);</li> </ul> <p>Referring to the vetting requirements as part of the Processor taking steps to ensure reliability of any staff processing data:</p> <ul style="list-style-type: none"> <li>l) Amending the references to the Processor taking all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data by referring to <i>including undertaking any vetting required by the Security Requirements</i>, and Personnel having undergone adequate training in the use, care, protection and handling of Personal Data (<i>including any training required by the Security Requirements</i>) (para 2.4.3(b)(i) and (b) (iv) of Sch 20);</li> </ul>
<p><b>Processing Data Schedule</b></p>	<p><b>Processor duties and security</b></p>	<ul style="list-style-type: none"> <li>a) Amending the reference to complying with Processor’s duties to refer to <i>the Security Schedules (if used)</i> as well as Sch 20, and cl 18, 19, and 20 (para 2.4.3(b)(i) of Sch 20);</li> <li>b) Amending the requirements that the Processor give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment, which may include, at the discretion of the Controller - including intended</li> </ul>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
		<p>measures to assess risks - by also requiring <i>assurance that those measures comply with any Security Requirements</i> (para 2.3.4 of Sch 20).</p>
<p><b>Throughout the Contract – e.g., Core Terms: Data protection and security; Exit Management Schedule</b></p>	<p><b>Carving out certain Personal Data controlled/ owned by the Supplier from particular obligations</b></p>	<p>a) In the Exit Management Schedule, carving out Government Data <i>which the Supplier is required to retain copies by Law; is Personal Data in respect of which the Supplier is a Controller; or the Supplier has rights to hold the Government Data independently of the Contract</i> so that, on termination or expiry, the Supplier would not need to cease to use or erase those classes of Government Data (para 7.2.1 of Sch 30);</p> <p>b) Amending the requirement that the Supplier must promptly delete or return the Government Data, <i>as the Buyer requires</i> except where required to retain copies by Law - to carve out any Government Data <i>which is Personal Data in respect of which the Supplier is a Controller, or the Supplier has rights to hold the Government Data independently of the Contract</i> (cl 18.5.2(d));</p> <p>c) Amending the requirements that the Supplier must erase all Government Data <i>except where required to retain copies by Law</i> - to carve out any Government Data <i>which is Personal Data in respect of which the Supplier is a Controller, or the Supplier has rights to hold the Government Data independently of the Contract</i> (cl 18.8.4).</p> <p>There may be other instances in the contract where these changes have also taken place. Where appropriate, we have tried to exempt from deletion / erasure - data that the Supplier must legally retain, or otherwise has rights to.</p>
<p><b>Definitions Schedule; Processing Data Schedule</b></p>	<p><b>Protective Measures</b></p>	<p>a) Amending the definition of “Protective Measures” so that it refers to the measures outlined in Schedule 16 (Security) <i>if used and Schedule 20 (Data Protection)</i> (Sch 1);</p> <p>b) Amending the reference to Protective Measures in the data protection clauses so that it refers to the measures <i>set out in Sch 20 and Sch 16 (if used)</i>, as well as those set out in <i>cl 18</i>, and noting that the Controller may where a process is set out in those clauses / Schedules</p>

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		<p>reasonably reject <i>in accordance with those clauses / Schedules</i> (para 2.4.2 of Sch 20);</p> <p>c) Amending the processing Personal Data table in the data protection Schedules/Annexes, noting that any Protective Measures are to be in accordance with any Security Requirements (table in Annex 1 of Sch 20).</p>
ICT Schedule	ICT Interlinks with other parts of the Contract, including Security	<p>In the ICT Schedule:</p> <p>a) Deleting paragraph 9 (Malicious Software) as this is dealt with in the new security schedules (para 9 of Sch 28);</p> <p>b) Amending optional para 10 (Supplier Furnished Terms) by adding guidance stating that the Buyer will need to consider whether or not to add some wording stating that the Contract's terms prevail in the event of any inconsistency, even if there is a statement to the contrary effect in the Supplier-furnished terms (para 10 of Sch 28).</p>
<b>Updates in Law - Data Protection / GDPR</b>		
Core Terms: Data Protection & Security; Ending the Contract; Definitions Schedule; Processing Data Schedule	GDPR - UK-US Data Bridge (partial adequacy)	<p>a) Adding sub-clauses into the contract in relation to transfers of Personal Data outside of the UK and/or EEA requiring that, before any Personal Data can be transferred to any US-based Suppliers (and any relevant US-based subcontractors), and the US Data Privacy Framework is being relied on, they must be self-certified and continue to be self-certified on the US Data Privacy Framework, and notify Buyers immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of the position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms (Para 2.4.4 of Schedule 20);</p> <p>b) Adding a specific termination right to ensure that Buyers can terminate the contract where US-based Suppliers and Subcontractors are no</p>

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		longer self-certified on the Framework / the Framework is no longer available and the Supplier does not put in place alternative data transfer mechanisms in place or do not inform the Buyer of any changes to their certification status on the Framework. Where terminating on this ground, the Buyer pays any outstanding charges, nothing further (Para 2.4.4(iii) of Schedule 20).
Definitions Schedule	Process/ Processing definitions - alignment	Referring to Process in the definition of Processing (Sch 1).
All Data Protection Schedule	Joint Controller Agreements ('JCA') - cover other regulatory authorities as well as ICO	In the JCA (aside from where there is a specific reference to the Information Commissioner/ICO in the context of transfers (e.g., to the IDATA)), where the Information Commissioner/ICO is referenced, also reference "any other regulatory authority" (para 3.1.2(a) and (d) & throughout para 7 of Annex 2 of Sch 20).
<b>Updates in Law - TUPE / Staff Transfer</b>		
Staff Transfer Schedule	Various updates to TUPE Schedules - typos, clarifications, ELI	<p>In the Staff Transfer Schedule:</p> <ul style="list-style-type: none"> <li>a) Amending the guidance at the start of the Staff Transfer Schedule stating that "<i>For Central Government Authorities</i> further guidance on this Schedule contact Government Legal Department's Employment Law Group" and in respect of Part C: "<i>Note legal Part C can be amended to so that the indemnities are only given in respect of Authority employees; again, legal advice should be taken.</i>" (Sch 7);</li> <li>a) In Part C, para 2.2, amending the reference from 15 working days to the <i>period(s)</i> specified in para 1.4, as this may be longer than 15 working days (para 2.2 of Part C Sch 7);</li> <li>b) Amending the definition of "Staffing Information", so it is defined as follows: <i>In relation to all persons identified on the Provisional Staff Personnel List or Final Supplier Staff List, as the case may be, the information required in Annex E2: Staffing Information in that format together with employee liability information specified in regulation 11(2) and</i></li> </ul>

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
		<p><i>11(3) and if applicable 11(4) of the Employment Regulations and such other information as the Authority may reasonably require. The Authority may acting reasonably make changes to the format or information requested in Annex E2: Staffing Information from time to time (para 1.1 Sch 7);</i></p> <p>c) Amending references throughout the Schedule to the “Supplier’s Provisional Supplier Staff List” and the “Supplier’s Final Supplier Staff List” so these are just the “Provisional Supplier Staff List” and “Final Supplier Staff List” (throughout Sch 7);</p> <p>d) Replacing the references throughout the Schedule to “discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief” - replacing these with references to contravening the Equality Act or predecessor/successor legislation (Sch 7);</p> <p>e) Referencing Reg 10 of TUPE rather than Reg 10(2) of TUPE (para 1.1.2 of Part B of Sch 7);</p> <p>f) In Part B, replacing the reference from “3 3.2” with “3.2” (para 3.1 of Part B in Sch 7);</p> <p>g) In Part A, moving sub-paragraphs 2.3.3 and 2.3.4 to become independent paragraphs to adopt a clearer drafting approach (paras 2.3.3 and 2.3.4 of Part A in Sch 7).</p> <p>In Part E (TUPE on exit) of the Staff Transfer Schedule:</p> <p>h) In Part E, clarification of the requirement to apportion “holiday pay”, to make it clear it is payment for holiday accrued but not taken (para 2.2 of Part E of Sch 7);</p> <p>i) Replacing the term “Authority” with “Buyer” in para 1.7 (para 1.7 of Part E of Sch 7);</p> <p>j) Amending the descriptions of the documentation the outgoing supplier must provide to the incoming supplier about any transferred employees within 5 Working Days following the Service Transfer Date (para 1.7 of Part E of Sch 7):</p> <p style="padding-left: 40px;">a. Minor amends to description of pay slip data - removing the word “copy” (clarity,</p>

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		<p>no substance change;</p> <ul style="list-style-type: none"> <li>b. Amends to description of tax code details to make it clear that the updated tax code (as at transfer date) is to be provided if it has changed since the code was previously provided;</li> <li>c. Amends to description of voluntary deductions from pay to make it clear that updated deductions info (as at transfer date) is to be provided if it has changed since the info was previously provided;</li> <li>d. Minor amends to the description of personnel file and other records - changed by 'any' to 'the' and 'all';</li> <li>e. Minor amends to description of working hours/minimum wage record keeping information - from "a complete copy" to "all" (clarity, no substance change) as well as updating the reference from "National Minimum Wage Regulations 1998" to "National Minimum Wage Regulations 2015";</li> <li>f. Amends to description of payroll-related account details to make it clear that updated details (as at transfer date) is to be provided if it has changed since the details were previously provided</li> </ul> <p>k) Changes from - "an" to "any" (para 2.4 of Part E of Sch 7);</p> <p>l) Minor amendments to reference employees resigning pre-transfer as a result of detrimental changes to t&amp;cs of employment, as well as working conditions proposed by the incoming supplier. This clause deals with the fact that the outgoing supplier's indemnity to the incoming supplier does not cover claims arising from these types of resignations where they were caused by the incoming supplier (para 2.4.1 of Part E of Sch 7 - to better reflect the wording in para 2.11.4 of Part E)</p> <p>m) Minor amendment to include words "or otherwise" after the words "or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations". This clause deals with the Buyer procuring that</p>

<b>General Contract Reference</b>	<b>Area</b>	<b>Change and Specific Contract Reference</b> (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
		<p>the incoming supplier will indemnify the outgoing supplier, including re: liabilities arising from proposals from the incoming supplier to changes to t&amp;cs of employment or working conditions of transferring employees* after transfer (*or any person identified in the Final Supplier Personnel List who would have been a transferring employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations or otherwise) before the Service Transfer Date as a result of or for a reason connected to such proposed changes (para 2.11.4 of Part E of Sch 7).</p>
<b>Exit Management Schedule; Staff Transfer Schedule</b>	<b>Amendments to the Exit Schedule to align with TUPE Schedule</b>	<p>In the Exit Management Schedule:</p> <ul style="list-style-type: none"> <li>a) Amending the definition of “Exit Information” so that this expressly includes “without limitation such information as is required to be provided under Schedule 7 (Staff Transfer)” (para 3.1 of Sch 30);</li> <li>b) Allowing for the different time limits for providing TUPE information as set out in Schedule 7 (Staff Transfer) by adding “or such other time limits as may be specified within this Contract” after the requirement for Suppliers to provide updates to Exit Information within 5 Working Days of any material changes (para 3.3 of Sch 30).</li> </ul> <p>In the Staff Transfer Schedule:</p> <ul style="list-style-type: none"> <li>c) Adding some guidance at the start that in relation to ELI information in Part E, the Exit Management Schedule (Schedule 25) provides that the Supplier may charge the Authority for its reasonable additional costs to the extent the Authority requests more than 4 updates to ‘Exit Information’ in any 6-month period (Sch 7).</li> </ul>
<b>Key Supplier Staff Schedule</b>	<b>Amendments to the Key Supplier Staff provisions to align with TUPE Schedules</b>	<p>Adding in wording stating that the Key Supplier Staff provisions are in addition to and not in substitution for the employment exit provisions of the Staff Transfer Schedule (new para in Sch 29)</p>
<b>Core Terms:</b>	<b>Aligning to the</b>	Amending the Buyer termination right around admission

<b>General Contract Reference</b>	<b>Area</b>	<b>Change and Specific Contract Reference</b> (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
<b>Ending the contract</b>	<b>termination right around Part D Pensions of the Staff Transfer Schedule across the contract</b>	agreements and Part D so that it says that the Buyer is entitled to terminate where there is a material default in line with Paragraph 7 of Part D of the Staff Transfer Schedule (if used) (cl 14.4.1(n))
<b>Core Terms: Other people's rights in this Contract; Staff Transfer Schedule</b>	<b>Contract Rights of Third Parties Act and TUPE alignment (CRTPA)</b>	<ul style="list-style-type: none"> <li>a) Amending the TUPE Schedules referred to in the list of clauses intended to be enforceable under CRTPA - adding para 3.3 of Part B to the list (Cl. 23.1);</li> <li>b) Adding guidance into the start of the Staff Transfer Schedules stating that some paragraphs of this Schedule are referred to in the "Third Party Rights" section of the Core Terms, and care should be taken to update these references if there is any renumbering in this Schedule (Sch 7).</li> </ul>
<b>Guidance</b>		
<b>Exit Management Schedule</b>	<b>EWA guidance</b>	Adding guidance advising that before the EWA is used for wider public sector use (non-Central Government) its suitability should be reviewed, and it may need to be amended.
<b>Buyer-Specific Schedule</b>	<b>Guidance on use of Buyer-specific terms</b>	Adding guidance to this schedule to state that these terms may be used where required, and where these are relevant and proportionate, and that Buyers should take care before adding a large number of these terms, bearing in mind that adding these clauses could slow down the negotiation of the contract, and make it more complex. Buyers should also ensure these comply with relevant guidance such as the PPNs and the Sourcing and DDAT Playbooks, and should avoid including terms which are already sufficiently covered in the contract, unless these are mandatory for the relevant Buyer, or there has been a deliberate decision to amend the existing terms (Sch 31)
<b>Insurance Requirements Schedule</b>	<b>Fixing link to Guidance – insurance Schedule</b>	Updating the link to the MSC guidance so it works (Sch 22 guidance)



General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
Corporate Resolution Planning Schedule	Critical Service Contract categorisation guidance	Amending the guidance on when a contract is a Critical Service Contract, so that it states: "A Critical Service Contract is a service contract which the Authority considers should be classed as a Critical Service Contract or critical supplier contract. The Authority may choose to categorise these contracts as Gold contracts using the Cabinet Office Contract Tiering Tool, available on the Knowledge Hub."
<b>Ethical Wall Agreement</b>		
Definitions Schedule; Exit Management Schedule	Ethical Wall Agreement ('EWA')	Adding a template EWA into the Exit Management Schedule, including related definitions and clauses copied over from the MSC - namely the definition of EWA, the content of para 4, and Annex 2 - amended as required for Mid-Tier language (new definition, new para & new Annex 2 in Sch 30).
<b>Delay Payments</b>		
Implementation Plan & Testing Schedule	Delay payments	Making it clearer how long delay payments accrue for - amending the drafting so that it states that delay payments accrue from the earlier of the (missed) milestone date to the date the milestone is achieved <i>or the end of the Delay Limit Period</i> (para 6.1.3 of Sch 8);
<b>Allowable Assumptions &amp; Due Diligence</b>		
Core Terms: How the contract works	Due diligence - drafting (and Allowable Assumptions ('AAs'))	Removing the wording " <i>subject to the Allowable Assumptions</i> " from the terms around due diligence. Instead, AAs should be relied upon as a price adjustment mechanism within the pricing schedule (cl 2.4).
Charges Schedule	Allowable Assumptions Table	Replacing the Allowable Assumptions table in Annex 2 of Schedule 3 (Charges) with the Allowable Assumptions table that is contained in the MSC in Annex 5 of Schedule 15 (with removal of the reference to "Financial Model" (column 9 of table), as this is not used within the Mid-Tier) (Annex 2 of Sch 3).

General Contract Reference	Area	Change and Specific Contract Reference (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
<b>Miscellaneous Other Updates (Substantive)</b>		
<b>Award Form; Core Terms: What needs to be delivered</b>	<b>Sale of Goods Act ('SGA') warranty &amp; reasonable period to reject defective goods</b>	<p>Inserting clauses stating that:</p> <ul style="list-style-type: none"> <li>a) The Supplier warrants that the Goods shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); are fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer; and be free from defects in design, material and workmanship (cl 3);</li> <li>b) Without limiting any other remedies to which it may be entitled, the Buyer shall be entitled to exercise its rights under [previous Clause 3.2.11] in relation to Goods that don't conform with clause a) above - for a reasonable period, or such period specified in the Award Form regardless of whether the Goods have been accepted (cl 3);</li> </ul> <p>And adding:</p> <ul style="list-style-type: none"> <li>c) A space in the Award Form for Buyers to (if they wish) add a reasonable time period for rejection of goods that are not: of satisfactory quality as per the SGA; fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer; nor free from defects in design, material and workmanship (Award Form);</li> <li>a) Guidance in the Award Form setting out the purpose and choices in terms of this option (Award Form).</li> </ul>
<b>Definitions Schedule</b>	<b>Supplier Staff definition</b>	Updating the definition of "Supplier Staff" as follows: <i>"means any individual engaged, directly or indirectly, or employed by the Supplier or any Sub-contractor, in the management or performance of the Supplier's obligations under this Contract"</i> (Sch 1).
<b>Definitions Schedule</b>	<b>Documents as varied incorporated</b>	Adding a new sub-para to the para on interpretation of the contract stating that "a reference to a document (including this Contract) is to that document as varied, amended, novated, ratified or replaced from time to time" new para 1.3.12 of Sch 1).
<b>Core Terms Supply Chain; When you can end</b>	<b>Buyer termination for breaches of equality law</b>	Removing the reference to 'equality' law in the rights for the Buyer to terminate the contract, or require termination of subcontracts, or the mandatory terms in subcontracts - where 'the Supplier fails to comply with

<b>General Contract Reference</b>	<b>Area</b>	<b>Change and Specific Contract Reference</b> (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
the contract	in delivering contract - removal	its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables' (cl 8.2.1(c); cl 8.3.1.(d); cl 14.4.1(m).
<b>Buyer-Specific Terms Schedule</b>	<b>HMRC example terms</b>	<p>Adding the following drafting to the HMRC example terms:</p> <ul style="list-style-type: none"> <li>a) Definitions of “General Anti-Abuse Rule”; Occasion of Tax Non-Compliance”, and “DOTAS” (para 1.1 of Sch 31);</li> <li>b) At the end of para 2.7 and 3.4 - adding “and the consequences of termination set out in Clause 14.5 of the Core Terms shall apply” (para 2.7 and 3.4 of Sch 31);</li> <li>c) Adding in a clause on Tax stating that “The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines.</li> </ul> <p>Where an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within five (5) Working Days including:</p> <ul style="list-style-type: none"> <li>(a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and</li> <li>(b) other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need. “(new para 17 of Sch 31).</li> </ul>
<b>Core Terms: Data protection and security</b>	<b>Aligning approach to corrupted, lost, degraded Government Data</b>	<ul style="list-style-type: none"> <li>a) Making clearer that the clause requiring restoration of Government Data at the Supplier’s expense (or at Buyer’s reasonable expense to be repaid by the Supplier) are in case of Supplier Default, and apply in each case of a) corrupted, b) lost, or c) degraded Government Data (cl 18.6);</li> <li>b) Removing clause 18.7 in light of the above change (cl 18.7).</li> </ul>
<b>Definitions</b>	<b>Reference to /</b>	Amending the para about how to interpret the reference

<b>General Contract Reference</b>	<b>Area</b>	<b>Change and Specific Contract Reference</b> (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
<b>Schedule</b>	<b>definition of the term Law</b>	to a Law, so it states: "a reference to <u>a</u> Law includes a reference to that Law as <i>modified</i> , amended, extended, consolidated, replaced or re-enacted (including as consequence of the Retained EU Law (Revocation and Reform) Act 2023) from time to time <i>before or after the date of this Contract and any prior or subsequent legislation under it</i> (para 1.3.3 of Sch 1)
<b>Minor / Clarificatory Changes / Amendments Resulting from Other Changes</b>		
<b>Financial Difficulties Schedule</b>	<b>Guidance about Key Subcontractors - terminology in financial distress terms</b>	Amending the following guidance in Sch 24 above para 6.3: "Guidance: replace Paragraph 6.3 with "NOT USED" if there are no Key Subcontractors or the Key Subcontractors are not <i>Monitored Suppliers</i> " so that it says "Guidance: replace Paragraph 6.3 with "NOT USED" if there are no Key Subcontractors or the Key Subcontractors are not <i>Additional FDE Group Members</i> " (Sch 24).
<b>Financial Difficulties Schedule</b>	<b>Adding missing Annex 4 to Financial Difficulties Schedule</b>	Adding in missing Annex 4 to Schedule 24 (Annex 3 of Sch 18 in MSC to be copied over (with required amendments)) (new Annex 4 to Sch 24)
<b>Core Terms: Data Protection &amp; Security</b>	<b>Data Protection - Supplier Indemnity - making separate clause</b>	Making the Supplier indemnity for breaches of clause 18 or any Data Protection Legislation a separate clause, rather than a subclause (cl 18.8.5).
<b>Core Terms: How much you can be held responsible for</b>	<b>Supplier Indemnity - correcting cross references</b>	Removing reference to clause 7.5 in the clause dealing with Supplier uncapped indemnities, as this is a Buyer uncapped indemnity (cl 15.4)
<b>Core Terms: When the Buyer can end this Contract</b>	<b>Default of clause re: warranties - termination right - correcting cross references</b>	Updating the reference from clause 2.8 to clause 2.7 in the Buyer termination right resulting from a Default of named Clauses. There is no clause 2.8 and the correct reference is to clause 2.7 (cl 14.4.1(g)).

<b>General Contract Reference</b>	<b>Area</b>	<b>Change and Specific Contract Reference</b> (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
<b>Implementation Plan and Testing Schedule</b>	<b>Error - reference to Expedited Dispute Timetable - removing</b>	Removing the wording ""using the Expedited Dispute Timetable" so para 8.3 refers only to the Dispute Resolution Procedure. There is no Expedited Dispute Timetable in the contract (Para 8.3 of Part B in Sch 8).
<b>Core Terms: The buyer's obligations to the supplier</b>	<b>'Delay Payments' being removed from clause on Supplier relief - tidying</b>	Removing reference to Delay Payments in the clause about Supplier relief due to Buyer Cause, as this is included in the definition of Deduction(s) (cl 5.1.2)
<b>Core Terms: Which law applies</b>	<b>'Issues' being removed from clause on Disputes - already covered - tidying</b>	Removing reference to issues in the clause about Disputes and jurisdiction, as issues should be covered the definition of Disputes(s) (cl 40)
<b>Award Form</b>	<b>Data Protection Liability Cap in Award Form - fixing cross reference</b>	Amending the cross reference to clause 15.5 contained within the guidance note in section 22 of the Award Form (Liability) related to the Data Protection Liability Cap, by replacing '15.5' with '15.6' (Award Form).
<b>Core Terms: Record Keeping and Reporting</b>	<b>'Record Keeping and Reporting' – Fixing error in clause numbering</b>	Clause numbers 6.3.4 and 6.4.3 are deleted as numbered sub-clauses (as they are a continuation of cl 6.3 and cl 6.4 and not new sub-clauses) - actual content to remain the same (cl 6).
<b>Throughout the Contract – e.g., Definitions Schedule</b>	<b>Definitions</b>	Where not already mentioned elsewhere in the table, amending the definitions in the contract as required, to reflect all of these changes (throughout & Sch 1).
<b>Throughout the Contract</b>	<b>Cross-references</b>	Where not already mentioned elsewhere in the table, amending all cross-references as required, to reflect all of these changes.
<b>Throughout the Contract</b>	<b>Guidance</b>	Where not already mentioned elsewhere in the table, amending the guidance in the contract, to reflect all of these changes.

<b>General Contract Reference</b>	<b>Area</b>	<b>Change and Specific Contract Reference</b> (previous v 1.2 specific references, v 1.3 may be slightly differently numbered)
<b>Scottish Law Schedule</b>	<b>Scottish law updates</b>	<ul style="list-style-type: none"> <li>a) As set out above, we have in effect ‘undone’ any PA 2023 changes to the contract and reinstated the Scottish PCRs (Sch 33);</li> <li>b) Updating the Scottish Law Schedule (Sch 33) to reflect other changes as set out here, as amended to comply with Scottish law;</li> <li>c) Updating the Scottish Law Schedule (Sch 33) to fix some errors - e.g., by removing (not ‘undoing’ the removal of) cl. 14.4.1(k) as it is repeated in cl 14.4.1.</li> </ul>
<b>Northern Irish Law Schedule</b>	<b>Northern Irish law updates</b>	Updating the Northern Ireland Schedule (34) to reflect other changes as set out here, as amended to comply with Northern Irish law
<b>Core Terms: Supply chain; Transferring Responsibilities</b>	<b>Typos, formatting, structure etc</b>	<p>Amending the Core Terms to correct minor typographical errors, in addition to more structural amendments including:</p> <ul style="list-style-type: none"> <li>a) Moving Cl. 8.5 above Cl. 8.4 to ensure that all subcontractor clauses are together (cl 8);</li> <li>b) Swapping the position of sub-clauses 27.7.1 and 27.7.2 to adopt a more logical flow of provisions (cl 27).</li> </ul>
<b>Implementation Testing Schedule; Continuous Improvement Schedule; Benchmarking Schedule; ICT Services Schedule; Agile Development Schedule</b>	<b>Approval - use of defined term</b>	Correcting typos to ensure the correct use of the defined term ‘Approval’ within the Contract (Schs 8, 11, 12, 28 & 28A).
<b>Exit Management Schedule</b>	<b>Adding definition of ‘Third Party Software’ - MT</b>	Adding a definition of ‘Third Party Software’, to state, <i>‘Software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services’</i> (Sch 30).